

15 gallon drums. The average price per gallon reflected by these documents is approximately \$0.20. The handwritten ledger ("Ledger") (Flex 00098) showing payments to DCC reflect Flexible's purchase of \$6,759.50 in waste hauling services, reflecting 33,798 drummed gallons.

Ontario -- Ledger shows Flexible purchased \$7,588.60 in hauling services in 1974, and \$1,560 in 1975. The bills of lading and invoices reflect a switch to hauling 4,500 gallons of bulk etchant rather than 55 gallon drums, at a price of \$0.08 per gallon (Flex 00057-91). Two pick-up tickets reflect the payment of \$612.50 for the removal of 3,105 gallons of drummed waste acid (Flex 00069-72). Taking half of the 1975 total plus all of 1974 (minus the \$612.50 spent on drum pickup) yields \$7,756.10 bulk pickup during this period, or 96,951 gallons of bulk, plus the 3,105 drummed, for a total of 100,056 gallons.

Gap -- Ledger shows Flexible purchased \$1,560 in hauling services in 1975 and \$1,160 in 1976. Half of 1975 yields \$780, or 9,750 bulk gallons. Five months during 1976 yields approximately \$483, or 6,042 bulk gallons. The total for this period is 15,792 bulk gallons.

Wissinoming -- The remaining seven months of 1976 yields approximately 8,458 bulk gallons.

#### Etched/Flexible

Without limiting the reliance on the documents and testimony set forth above, the volumes for Etched/Flexible set forth on Exhibit B under the column "Gross" were calculated as follows:

Pre-Ontario -- The 3/2/73 letter from DCC to Parker (BSAI 032906) offers to remove waste etchant in 55 gallon drums at \$10 per drum (\$0.18 per gallon). One pickup ticket indicates the removal of 64 15 gallon drums at \$3.50 per drum, or approximately \$0.23 per

gallon (P-39). If pickups included both 55 gallon and 15 gallon drums, the average would have been approximately \$0.20 per gallon. The handwritten ledger ("Ledger") shows purchases for Etched in 1973 in the amount of \$3,381. (Flex 000218). At \$0.20 per gallon, this yields a total of approximately 16,905 drummed gallons.

Ontario -- The Ledger shows \$3,381 in hauling services in 1974 and \$2,523 in 1975. Taking half of the 1975 total plus all of 1974 yields \$4,643 during this period, or 23,213 drummed gallons.

Gap -- Ledger shows \$3,637 in hauling services in 1976. Taking half of 1975 and five months in 1976 yields \$, or 13,885 gallons

Wissinoming -- Ledger shows \$732 in 1977, combined with seven months of 1976 (\$2,121.58), totaling \$2,853.58, or 14,268 gallons.

#### Plymouth Tube

Without limiting the reliance on the documents and testimony set forth above, the volumes for Plymouth Tube set forth on Exhibit B under the column "Gross" were calculated as follows:

Plymouth Tube estimated to EPA that approximately sixteen loads of 700-800 gallons each were removed from its facility by haulers in 1972 and that this number had decreased to five 700-800 gallon loads in 1976. May 24, 1977 letter from Hugh Hawk to PADER. (BSAI 032695). Assuming that the decrease in volume was constant, this means that there were thirteen loads in 1973, ten loads in 1974, and seven loads in 1975. The average monthly volume in these years was thus: 1972 (1,067); 1973 (867); 1974 (667); 1975 (467); and 1976 (333). DCC first hauled Plymouth Tube Waste in approximately December 1972 (November 27, 1972 letter from Manfred DeRewal to Carpenter Technology (P-32); January 18,

1973 letter from Hugh Hawke to EPA (BSAI 032693)) and continued through November 1976.

DCC Invoice dated November 24, 1976. (P-15)

Pre-Ontario -- One month the 1972 volume (1,067) and eleven months at the 1973 average monthly volume (867) equals 10,604 gallons.

Ontario -- One month at the average monthly 1973 volume (867), the entire year of 1974 (8,000) and half of 1975 (2,800) equals 11,667 gallons.

Gap -- The second half of 1975 (2,800) and five months of the average monthly volume in 1976 (333) equals 4,465 gallons.

Wissinoming -- Five months of the 1976 volume (333) equals 1,165 gallons.

Crown Metro/Emhart/Bostik

Without limiting the reliance on the documents and testimony set forth above, the volumes for Bostic set forth on Exhibit B under the column "Gross" were calculated as follows:

Freddie DeRewal testified that he made two or three trips to Bostic and returned with loads averaging between 2,700 and 3,000 gallons. Freddie DeRewal at 116-119, 353-361. Jeff Shaak road with Freddie on one of these trips. Jeff Shaak at 81-83. Two and a half loads times 2,850 average gallons per load equals 7,125 gallons.

Rohm & Haas

There is no evidence that DCC ever picked up waste from Rohm & Haas or that Rohm & Haas waste otherwise was disposed of at the Site.

Novartis

Without limiting the reliance on the documents and testimony set forth above, the volumes for Novartis set forth on Exhibit B under the column "Gross" were calculated as follows:

There are eighteen bills of lading reflecting pick-ups of waste by DCC from the Ciba facility on the following dates: 7/20/76; 9/30/76; 9/8/76; 9/14/76; 9/20/76; 9/29/76; 10/14/76; 10/26/76; 11/4/76; 11/12/76; 11/17/76; 11/23/76; 12/2/76; 12/21/76; 1/4/76; 1/14/76; 5/17/76; and 6/1/76. (P-64). The first invoice reflects 2,800 gallons; the remaining invoices each reflect 3,000 gallons. The total volume of waste handled by DCC in the Wissinoming period is thus 53,800.

Unisys

Without limiting the reliance on the documents and testimony set forth above, the volumes for Unisys set forth on Exhibit B under the column "Gross" were calculated as follows:

No driver recalled picking up waste from any Unisys-related facility. An April 30, 1972 DCC invoice reflects the pick-up of sixty-three 55 gallon drums of industrial waste. (P-18 and UNIS-0015). This totals 3,465 gallons in the pre-Ontario period.

Thomas & Betts

The only evidence of any transactions between DCC and Thomas & Betts consist of transactions in January 1971 and June 1971 as reflected on DCC invoices (P-12 and THOM-0013-0040). No driver recalled having gone to a Thomas & Betts facility after the Echo time period.

Simon Wrecking

Without limiting the reliance on the documents and testimony set forth above, the volumes for Simon Wrecking set forth on Exhibit B under the column "Gross" were calculated as follows:

There are no transactional documents reflecting a relationship between DCC and Simon Wrecking. Freddie DeRewal testified that he made two trips to Simon Wrecking to pick

up plastic 55 gallon drums of waste. Each time he picked up 50-60 such drums. An average of 55 drums at 55 gallons each equals 3,025 gallons. Freddie DeRewal at 112,16, 158-61, 421-22, 423.28. John Barsum testified that he also went to Simon Wrecking to pick up wastes but said that he took the wastes to the Marvin Jonas Transfer Station in Sewell, New Jersey. Barsum at 275-77.

Quickline

Without limiting the reliance on the documents and testimony set forth above, the volumes for Quickline set forth on Exhibit B under the column "Gross" were calculated as follows:

A March 1973 DCC invoice reflects the pick-up of thirty-five drums, most likely 15 gallon carboys (P-40), for a total of 525 gallons. (P-41). Quickline's October 24, 1978 response to an Industrial Waste Survey said that it generated one 55 gallon drum approximately every two weeks. This average is 1,430 per year or 119 gallons per month. Assuming the relationship between DCC and Quickline continued through June 30, 1975, then for 9 months in 1973 the volume was 1,071 gallons. Nineteen months during the Ontario period at 119 per month equals 2,261 gallons.

Navy

Without limiting the reliance on the documents and testimony set forth above, the volumes for Navy set forth on Exhibit B under the column "Gross" were calculated as follows:

A May 17, 1976 letter from OCC to S. Fumara (NAVY 0001) and a November 7, 1976 letter from W. Lynn to Public Works Office (NAVY 0002) reflect sporadic transactions at that time period between the Navy installation and DCC. Freddie DeRewal testified that he picked up 10-20 5 gallon and fifteen gallon drums at the Site approximately five times, and that

two or three of these loads were disposed of at the Site. Freddie DeRewal at 107-10, 368-69.

Taking an average of 15 drums per pickup at 7 ½ gallons average per drum equals 112.5 gallons per load. 2 ½ loads to the Site equals 281 gallons.

Carpenter

Without limiting the reliance on the documents and testimony set forth above, the volumes for Carpenter set forth on Exhibit B under the column "Gross" were calculated as follows:

Cheri-6, 7, and 8 reflect the gallons of waste removed by DCC from Carpenter. The first six entries on Cheri-8 total 916,114 gallons (the fourth entry is 205,350). This is the pre-Ontario volume.

The 113,058 gallons for "December" on Cheri-8 plus the amounts for 1974 reflected on Cheri-6 total 816,658 gallons. This is the Ontario volume.

Techalloy

Without limiting the reliance on the documents and testimony set forth above, the volumes for Techalloy set forth on Exhibit B under the column "Gross" were calculated as follows:

The October 12, 1972 letter from Techalloy to PADER (RAHN 0288) indicates that DCC was at that time hauling Techalloy's waste acids. Techalloy said in its 104(e) response that approximately 75 loads per year of spent acid were hauled away in the relevant time period. [RAHN 0001-0037]. Freddie DeRewal testified that the loads from Techalloy were not always full, but instead range from 3,500 to 4,000 gallons. Freddie DeRewal at 132. Seventy-five loads per year is equal to 6.25 loads per month. If the average load was 3,750 gallons, then the average gallons per month was 23,438 gallons.

John T. Moran, Sr. testified that Techalloy received approval to hook up two new sewer laterals to the Township sewer line on September 6, 1972. Moran transcript at 20-28 and Moran-1 and Moran-2. A May 16, 1973 Waste Discharge Inspection Report (RAHN-0521) states that "waste acid rinse water is now neutralized and discharged through the public sewer system." An October 17, 1973 PADER Regional Engineer's Review states that "waste acid and acid rinse water is collected in a sump and is pumped to an elevated glass lined storage tank from which it is neutralized and discharged to a Perkiomen Township Sewer Authority Sewer." (RAHN-0592-93).

Assuming DCC hauled both spent acid and acid rinse water from October 1972 to at the latest May 1973, then 8 months times 23,438 gallons per month equals 187,504 gallons. Assuming that from May 1973 to October 1973 only the waste acid, and not the acid rinse water was hauled by DeRewal, and based upon the evidence showing that the acid rinse water constituted by far the largest share of the total volume, (assume 2/3) then five months at 7,813 gallons per month of waste acid equals 39,063 gallons. The total pre-Ontario volume for Techalloy is thus 226,567 gallons.

A single DCC invoice dated October 10, 1972 (P-37) shows the removal by DCC of 2,500 gallons of waste oil. No DeRewal driver testified to ever hauling drummed waste from Techalloy, such that this was no doubt an isolated incident.

NRM

Without limiting the reliance on the documents and testimony set forth above, the volumes for NRM set forth on Exhibit B under the column "Gross" were calculated as follows:

Ontario -- Marvin Jonas invoices to NRM dated from 5/20/74 through 6/3/75 (BSAI074255, BSAI074254, BSAI074252, BSAI074253, BSAI074251, BSAI074250,

BSAI074249, BSAI074247, BSAI074246, BSAI074245, BSAI074244, BSAI074209, BSAI074243, BSAI074242, BSAI074241, BSAI074214, BSAI074216, BSAI074218, BSAI074220, BSAI074222, BSAI074224, BSAI074226, BSAI074228, BSAI074232, BSAI074229, BSAI074234, BSAI074236, BSAI074238) reflect 109 tank wagon loads. Three Jonas invoices, numbers 4205, 5015, and 5280 are missing, as reflected on the Jonas Accounts Receivable ledgers. (Smajda affidavit and attachments). The dollar number in the AR ledgers for those invoices, when compared to invoices surrounding those missing invoices, shows that the three invoices reflect 22 loads. There were thus 131 loads picked up during the Ontario period. The average tank wagon load was 4,500 gallons. *See, e.g.*, BSAI074272, 074289, and 074279. The total Ontario period volume is thus 589,500 gallons.

Gap -- Jonas invoices dated from 7/11/75 to 6/1/76 (BSAI074350, BSAI074354, BSAI074239, BSAI074356, BSAI074357, BSAI074359, BSAI074361, BSAI074363, BSAI074366, BSAI074373, BSAI074375, BSAI074377, BSAI074378, BSAI074380, BSAI074382, BSAI074384, BSAI074386, BSAI074388, BSAI074392, BSAI074391, BSAI074310, BSAI074309)reflect 170 tank wagon loads. At 4,500 gallons per load, the Gap volume is 765,000 gallons.

Wissinoming --8 Jonas invoices dated from 6/28/76 and with invoice numbers in the 8,000 range (and thus all from this time period, though partially legible) (BSAI074308, BSAI074152 (and BSAI074305), BSAI074154 (and BSAI074307), BSAI074150 (and BSAI074304), BSAI074148 (and BSAI074303), BSAI074153 (and BSAI074306), BSAI074151, BSAI074149)reflect a total of 41 tank wagon loads. At 4,500 gallons per load, the Jonas records reflect 184,500 gallons. 14 invoices from DCC to NRM, though only partially legible (see chart attached hereto as Exhibit C), reflect the payment by NRM of \$280 per tank wagon load. *See,*

e.g., BSAI 074158 and 074168. Except for invoice numbers 1345 and 1409 (on which the dollar amount is indiscernible), those invoices reflect a total of 47 tank wagon loads. The number of loads per invoice for the 12 legible invoices reflect an average of 4 loads per invoice. Assuming the average for invoice numbers 1345 and 1409, then the total number of loads reflected by all 14 invoices is 55. At 4,500 gallons per load, the DCC invoices reflect a total of 247,500 gallons. The total for the Wissinoming period is thus 432,000 gallons.

Diaz/AETC

Without limiting the reliance on the documents and testimony set forth above, the volumes for Diaz/AETC set forth on Exhibit B under the column "Gross" were calculated as follows:

Attachment B to the Diaz response to EPA's 104(e) request (BSAI029279-80) consists of a schedule of waste acid shipments to AETC and lists Environmental Chemical Control as the transportation company. Except for the last three entries (which are after 3/30/77), each of these shipments is in the Wissinoming period. The Wissinoming period shipments total 173,100 gallons. This is consistent with the extant bills of lading. (BSAI 029140-27).

Ashland/AETC

Without limiting the reliance on the documents and testimony set forth above, the volumes for Ashland/AETC set forth on Exhibit B under the column "Gross" were calculated as follows:

The volumes for each of the Ashland waste streams were derived from summing the bills of lading reflecting loads of each such waste stream as follows:

The total volume of spent/mixed nitrating acid is 216,650 gallons as reflected in the following documents: ASHL0005, 6, 7, 9, 10, 37, 38, 39, 40, 43, 44, 49, 50, 51, 52, 54, 58, 59, 60, 61, 62, 64, 70, 72, 75, 77, 78, 80, 82, 83, 87, 88, 92, 93, 95, 98, 99, 105, 106, 108, 109, 110, 113, 115, 116, 117, 118, 172, 174, 176, 180, 184, 186, 187, 193, 195, 198, 199, 202, 208, 211, 212, 218, 221, 222, 223, 225, 226, 227, 229, 230, 231, 234, 247, 251;

The total volume of dye waste is 185,300 gallons as reflected in the following documents: ASHL00042, 55, 65, 76, 81, 84, 91, 121, 125, 126, 128, 129, 131, 134, 135, 136, 137, 138, 145, 146, 150, 152, 154, 156, 164, 170, 182, 192, 201, 203, 204, 207, 209, 215, 219, 224, 233, 239, BSAI0240001;

The total volume of phthalide acid waste is 50,000 gallons as reflected in the following documents: ASHL00133, 142, 143, 148, 163, 166, 168, 178, 194, 200, 205, 210, 217, 220;

The total volume of CDN waste is 86,410 gallons as reflected in the following documents: ASHL0008, 41, 48, 57, 71, 79, 89, 94, 107, 114, 120, 139, 179, 197, 206, 228, 246, 252; and

The total volume of drummed solvent wastes is 4,345 gallons as reflected in the following document: ASHL00097

The total volume of bulk solvent wastes is 12,950 gallons as reflected in the following documents: toluene (ASHL000 53, 56, 124); IPA (ASHL000 56, 63); MEOH (ASHL000 56); xylene (ASHL000 56, 124); naphtha (ASHL000124); "flammable liquid NOS"; and (ASHL00056).

Handy & Harman

Without limiting the reliance on the documents and testimony set forth above, the volumes for Handy & Harman set forth on Exhibit B under the column "Gross" were calculated as follows:

Pre-Ontario -- The February 1973 DCC invoice, which is Exhibit 6 to Dr. Kirk Brown's deposition, provides that DCC hauled 26 x 55 gallon drums and 36 x 30 gallon drums, which amounts to 2,510 gallons, of waste from Handy & Harman. In addition, Freddie DeRewal, Jr. testified that he picked up bulk waste from Handy & Harman at least one time. Freddie DeRewal at 119. Considering the testimony of Handy & Harman employees and other evidence concerning the history of the business relationship between Handy & Harman and DCC, Freddie DeRewal likely picked up more than one load of bulk waste from Handy & Harman. Plaintiffs' pre-Ontario volume attributable to Handy & Harman conservatively assumes that Freddie DeRewal picked up two bulk loads of waste at 4,500 gallons a load from Handy & Harman. Handy & Harman's total volume of waste for the pre-Ontario period is 11,510 gallons.

Ontario -- Bruce DeRewal testified that he picked up approximately twenty drums of waste from Handy & Harman on about ten occasions during the Ontario period. Bruce DeRewal at 50:16-52:4. John Barsum testified that he picked up 10, 15 or 20 drums of waste from Handy & Harman one time during the Ontario period. Barsum at 326:6-327:23. Bruce DeRewal's 200 drums plus 15 drums for Barsum amounts to 11,825 gallons of waste picked up from Handy & Harman in the Ontario period.

Ford Motor Company

Without limiting the reliance on the documents and testimony set forth above, the volumes for Ford Motor Company set forth on Exhibit B under the column "Gross" were calculated as follows:

The volumes for each of the Ford waste streams were derived from summing the DCC invoices and Ford purchase orders reflecting the amount of Ford drums hauled by DCC as follows:

Waste finishing materials:

FORD000009: 63 drums  
 FORD000011: 61 drums  
 FORD000012: 60 drums  
 FORD000128: 62 drums  
 FORD000130: 120 drums  
 FORD000134: 63 drums

The total amount of Ford drums containing waste finishing materials hauled by DCC is 429. This amount multiplied by 55 gallons is 23,595 gallons of waste finishing material. The above-referenced invoices and purchase orders pre-date December 1, 1973. Therefore, this is the pre-Ontario volume.

Industrial Waste Solution

FORD000010: 32 drums

The total amount of Ford drums containing industrial waste solution hauled by DCC is 32. This amount multiplied by 55 gallons is 1,760 gallons of industrial waste solution. The above-referenced invoice pre-dates December 1, 1973. Therefore, this is the pre-Ontario volume.

Plastics

FORD000131: 185 drums (three shipments of 62, 61 and 62 drums)  
 FORD000132: 62 drums

The total amount of Ford drums containing waste plastics material hauled by DCC is 247. This amount multiplied by 55 gallons is 13,585 gallons of waste plastics material. The above-referenced invoices pre-date December 1, 1973. Therefore, this is the pre-Ontario volume.

Cytec Industries, Inc.

Without limiting the reliance on the documents and testimony set forth above, the volumes for Cytec Industries, Inc. set forth on Exhibit B under the column "Gross" were calculated as follows:

Marvin Jonas, Inc.'s Registration Statement for a Solid/Liquid Waste Collector-Hauler dated March 31, 1975, which was identified as Jonas-15 during the June 21, 1995 deposition of Marvin Jonas in the Buzby landfill litigation indicates that 193,000 gallons of ammonia waste were picked up from Cytec's Bound Brook facility in 1974. The total Ontario period volume is thus 193,000 gallons.

Marvin Jonas, Inc.'s Registration Statement for a Solid/Liquid Waste Collector-Hauler dated May 26, 1977, which was identified as Jonas-11 during the June 21, 1995 deposition of Marvin Jonas in the Buzby landfill litigation indicates that 116,000 gallons of ammonia waste were picked up from Cytec's Bound Brook facility in 1976. Also, the Marvin Jonas handwritten transactional records reflect every load removed by Jonas starting in 1976. (Smajda GS 0218 and BSAI1668-1670). They show a total volume of 116,000 gallons removed from June 1976 up through September 1976. The total volume removed during the Wissinoming period by DCC is thus 116,000 gallons.

Should the Court apply Plaintiffs' nexus theories to the above volumes, the total volume of Cytec waste disposed of at the Site would be 46,350 gallons. However, Plaintiffs

acknowledge that the only two drivers who testified that they picked up Cytec's ammonia waste, Freddie DeRewal and John Barsum, both testified that they consistently took the ammonia waste to the Site. Accordingly, Plaintiffs used the total volume of Cytec's waste picked up during the Ontario and Wissinoming periods in Exhibit B rather than applying the nexus percentages.

SPS Technologies, LLC

Without limiting the reliance on the documents and testimony set forth above, the volumes for SPS Technologies, LLC set forth on Exhibit B under the column "Gross" were calculated as follows:

The volumes for each of the SPS waste streams were derived from summing the DCC shipping orders and SPS purchase orders reflecting the amount of SPS waste hauled by DCC as follows:

Degreasing Fluids

SPTS00141: 18 drums

The total amount of SPS drums containing degreasing fluids hauled by DCC is 18. This amount multiplied by 55 gallons is 990 gallons of degreasing fluids. The above-referenced invoice pre-dates December 1, 1973. Therefore, this is the pre-Ontario volume.

Acetone Waste

SPST00141: 3 drums

The total amount of SPS drums containing acetone waste hauled by DCC is 3. This amount multiplied by 55 gallons is 165 gallons of acetone waste. The above-referenced invoice pre-dates December 1, 1973. Therefore, this is the pre-Ontario volume.

Nickel Waste

SPST00141: 2 drums

The total amount of SPS drums containing nickel waste hauled by DCC is 2. This amount multiplied by 55 gallons is 110 gallons of nickel waste. The above-referenced invoice pre-dates December 1, 1973. Therefore, this is the pre-Ontario volume.

Chromic Acid Waste

SPST00137:	50 drums
SPST00139 and SPST00140:	11 drums
SPST00141:	16 drums
SPST00142:	38 drums
SPST00143:	55 drums of chromic acid and cyanide waste divided by 2 is 27.5 drums of chromic acid

The above-referenced shipping orders and purchase orders pre-date December 1, 1973. Therefore, DCC hauled 142.5 or 7,837.5 gallons of chromic acid waste during the pre-Ontario period.

SPST00144	truckload of chromic acid and cyanide waste; 40 drums per truckload per John Barsum's testimony (Barsum at 124-125) divided by 2 is 20 drums of chromic acid
SPST00145	pickup of drums of chromic acid and cyanide waste; 40 drums per truckload per John Barsum's testimony (Barsum at 124-125) divided by 2 is 20 drums of chromic acid
SPST00146	pickup of drums of chromic acid and cyanide waste; 40 drums per truckload per John Barsum's testimony (Barsum at 124-125) divided by 2 is 20 drums of chromic acid

SPST00147	pickup of drums of chromic acid and cyanide waste; 40 drums per truckload per John Barsum's testimony (Barsum at 124-125) divided by 2 is 20 drums of chromic acid
SPST00148	67 drums of waste divided by 2 is 33.5 drums of chromic acid
SPST00149	66 drums of waste divided by 2 is 33 drums of chromic acid
SPST00150	28 drums of waste divided by 2 is 14 drums of chromic acid
SPST00151	63 drums of waste divided by 2 is 31.5 drums of chromic acid
SPST00152	29 drums

The above-referenced shipping orders and purchase orders are dated between December 1, 1973 and June 30, 1975. Therefore, DCC hauled 221 or 12,155 gallons of chromic acid waste during the Ontario period.

SPST00234	66 drums of waste divided by 2 is 33 drums of chromic acid
SPST00166 and SPST00167	66 drums of waste divided by 2 is 33 drums of chromic acid
SPST00168 and SPST00169	37 drums of waste divided by 2 is 18.5 drums of chromic acid
SPST00170 and SPST00171	59 drums of waste divided by 2 is 29.5 drums of chromic acid

The above-referenced shipping orders and purchase orders are dated between July 1, 1975 and June 1, 1976. Therefore, DCC hauled 114 or 6,270 gallons of chromic acid waste during the Gap period.

SPST00153	23 drums
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SPST00172, SPST00173 and SPST00154	52 drums of waste divided by 2 is 26 drums of chromic acid
SPST00174 and SPST00175	65 drums of waste divided by 2 is 32.5 drums of chromic acid
SPST00176	50 drums of waste divided by 2 is 25 drums of chromic acid

The above-referenced shipping orders and purchase orders are dated between June 1, 1976 and March 30, 1977. Therefore, DCC hauled 106.5 or 5,857.50 gallons of chromic acid waste during the Wissinoming period.

#### Cyanide Waste

SPST00137:	37 drums
SPST00138:	1,000 gallons
SPST00139 and SPST00140:	43 drums
SPST00141:	21 drums
SPST00165:	3,500 gallons
SPST00142:	24 drums
SPST00143:	55 drums of chromic acid and cyanide waste divided by 2 is 27.5 drums of cyanide

The above-referenced shipping orders and purchase orders pre-date December 1, 1973. Therefore, DCC hauled 152.5 drums and 4,500 gallons for a total of 12,887.5 gallons of cyanide waste during the pre-Ontario period.

SPST00144	truckload of chromic acid and cyanide waste; 40 drums per truckload per John Barsum's testimony (Barsum at 124-125) divided by 2 is 20 drums of cyanide waste
SPST00145	pickup of drums of chromic acid and cyanide waste; 40 drums per

	truckload per John Barsum's testimony (Barsum at 124-125) divided by 2 is 20 drums of cyanide waste
SPST00146	pickup of drums of chromic acid and cyanide waste; 40 drums per truckload per John Barsum's testimony (Barsum at 124-125) divided by 2 is 20 drums of cyanide waste
SPST00147	pickup of drums of chromic acid and cyanide waste; 40 drums per truckload per John Barsum's testimony (Barsum at 124-125) divided by 2 is 20 drums of cyanide waste
SPST00148	67 drums of waste divided by 2 is 33.5 drums of cyanide waste
SPST00149	66 drums of waste divided by 2 is 33 drums of cyanide waste
SPST00150	28 drums of waste divided by 2 is 14 drums of cyanide waste
SPST00151	63 drums of waste divided by 2 is 31.5 drums of cyanide waste
SPST00152	32 drums

The above-referenced shipping orders and purchase orders are dated between December 1, 1973 and June 30, 1975. Therefore, DCC hauled 224 or 12,320 gallons of cyanide waste during the Ontario period.

SPST00234	66 drums of waste divided by 2 is 33 drums of cyanide waste
SPST00166 and SPST00167	66 drums of waste divided by 2 is 33 drums of cyanide waste
SPST00168 and SPST00169	37 drums of waste divided by 2 is 18.5 drums of cyanide waste

SPST00170 and SPST00171	59 drums of waste divided by 2 is 29.5 drums of cyanide waste
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The above-referenced shipping orders and purchase orders are dated between July 1, 1975 and June 1, 1976. Therefore, DCC hauled 114 or 6,270 gallons of cyanide waste during the Gap period.

SPST00153	36 drums
SPST00172, SPST00173 and SPST00154	52 drums of waste divided by 2 is 26 drums of cyanide waste
SPST00174 and SPST00175	65 drums of waste divided by 2 is 32.5 drums of cyanide waste
SPST00176	50 drums of waste divided by 2 is 25 drums of cyanide waste

The above-referenced shipping orders and purchase orders are dated between June 1, 1976 and March 30, 1977. Therefore, DCC hauled 119.5 or 6,572.5 gallons of cyanide waste during the Wissinoming period.

#### TI Group Automotive Systems, LLC

There is no evidence that DCC ever picked up waste from TI's predecessor, Bundy Corporation, and disposed of it at the Site.

#### Agere Systems, Inc.

There is no evidence that DCC ever picked up waste from Agere's predecessor, Western Electric, and disposed of it at the Site.

## 2. Allocation

Plaintiffs will ask the Court at trial to allocate response costs primarily based upon the equitable factor of volume of wastes of Plaintiffs, Non-Settling Defendants, and Settling Defendants that were disposed of at the Site. Plaintiffs will also ask the Court at trial to increase the allocation to AETC and Ashland by 10% because those parties knew that Manfred

DeRewal had a history of pollution violations and that he intended to dispose of Ashland waste at the Site and because AETC knew that he was in fact disposing of those wastes at the Site. Plaintiffs will also ask the Court at trial to increase the allocation to Carpenter by 10% because Carpenter knew before it contracted with DCC in 1973 to remove Carpenter's wastes that Manfred DeRewal was a principal in DCC and that he had a history of pollution violations. Plaintiffs will also ask the Court at trial to decrease Plaintiffs' share by 50% based upon the fact that Plaintiffs have cooperated with EPA and the Commonwealth of Pennsylvania by, *inter alia*, settling EPA's past costs claim and conducting the response actions required by the OU-1 and OU-2 Consent Decrees and because the Non-Settling Defendants did not do so, despite having received notice letters from EPA.

Plaintiffs intend to rely upon the following documents and testimony to support these conclusions:

- Documents and testimony concerning the knowledge and conduct of AETC, Ashland, and Carpenter as set forth in the section "Non-Settling Defendants Wastes Hauled by DCC" above;
- Documents and testimony in the Administrative Record establishing the reasons for EPA's initial response activities at the Site, the study and analysis by EPA of a multitude of COPCs identified at the Site in the RI/FS and otherwise, the distribution of inorganic and organic compounds in soils throughout the Site, EPA's Record of Decision and the process leading to the ROD, and the response actions taken by EPA;
- Testimony of Jay Vandeven (including documents referenced in his expert reports);
- Consent Decrees entered with respect to the Site on or about September 28, 2000 and March 14, 2002.
- Defendants received General Notice Letter and Special Notice Letters from EPA as follows: AETC, Ashland, NRM Investment Company - General Notice Letters in May and July 1989; Carpenter, Etched Circuits, fcg, inc., Handy & Harman - General/Special Notice Letters in September 2000.

Revised Exhibit B attached hereto is a chart showing the volumes that the Court will conclude were disposed of at the Site based upon revised Exhibit A, and the shares Plaintiffs will ask the Court to allocate to Plaintiffs collectively (based upon aggregating their individual shares, if any, and the individual shares of the Settling Defendants, if any) and to each Non-Settling Defendant. Specifically, the volumetric shares of Carpenter, Ashland/AETC, and AETC (for Diaz waste) were increased by 10% each, and the volumetric shares of all other entities were decreased pro-rata by the total amount of the increase ("Increase to PRPs with Knowledge" on chart). The share otherwise attributable to Plaintiffs was then reduced by 50% and the volumetric shares of the Non-Settling Defendants were increased pro-rata by the total amount of the decrease ("50% Cooperation Credit to Plaintiffs" on chart). This column sets forth the share Plaintiffs will ask the Court to allocate to each entity.

**RESPONSES TO CONTENTION INTERROGATORIES OF DEFENDANT  
NRM INVESTMENT COMPANY**

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2: If so,

- a. How much pickle liquor do you contend was disposed of at Boarhead, specifying to the best of your ability the dates and amounts of disposal?
- b. Explain the factual basis for your contention as to volume and the method you used to apply the facts in reaching your contention. (Note: for this and the following interrogatories, in answering, follow the requirements of the definitions of "fact(s) or factual basis" contained or incorporated herein.)

**ANSWER:** See response to Joint Interrogatory No. 78.

6: To the extent not answered in responding to the joint interrogatories propounded by the defendants, do you contend that any fraction of the total cleanup cost can be rationally apportioned to NRM?

**ANSWER:** See response to Joint Interrogatory No. 78.

7: If so,

- a. What portion can be so apportioned to NRM in the period before June 1, 1974 and what portion after May 31, 1974.
- b. Explain the factual basis for your contention and the method you used to apply the facts in reaching your contention.
- c. Did you take into consideration in reaching your conclusion about apportionment any of the following factors: (i) the ability to distinguish the NRM's waste streams from others, (ii) the volume of NRM's waste, (iii) the toxicity of NRM's waste, (iv) the degree of involvement of NRM in the generation, transportation, storage and disposal of waste, (iv) the care NRM used in disposing of waste and (vi) the co-operation of NRM in the total cleanup cost of Boarhead.
- d. If so, and to the extent not answered in your response to joint interrogatories, explain in detail the significance you gave each such factor recited in "c".

**ANSWER:** See response to Joint Interrogatory No. 95. By way of further response, the Jonas accounts received ledgers reflect \$4,250 in invoices to NRM in May, 1974. At the then-current rate of \$0.05 per gallon, that totals 85,000 gallons, representing the volume in the period before June 1, 1974. All amounts attributed to NRM, minus 85,000 gallons, represent the portion after May 31, 1974.

**RESPONSES TO CONTENTION INTERROGATORIES OF DEFENDANT ASHLAND, INC.**

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3. Do Plaintiffs contend that Manfred DeRewal, Boarhead and DCC brought any tank truck, drum or container which contained any type of chemical or type of substance onto the Site after October 15, 1976?

- a. If so, identify the substance and quantity thereof brought onto the Site.
- b. If so, do Plaintiffs contend that the substances brought onto the property were "in excess of quantities normally used for household purposes."
- c. If so, do Plaintiffs contend that DeRewal, Boarhead and DCC did not violate the injunction order entered on October 15, 1976?
- d. If Plaintiffs contend that DeRewal, Boarhead and DCC did not violate the injunction order entered on October 15, 1976, what is the factual and legal basis for such contention?

**ANSWER:** Yes. Plaintiffs' response to Joint Interrogatory No. 78 states their contention that 15% of all wastes handled by DCC after opening of DCC's Wissinoming operation on June 1, 1976 until March 29, 1977 were disposed of at the Site, except that 25% of the wastes believed by the DCC drivers to consist of nitrating acids were disposed of at the Site during this period. Plaintiffs believe this is true throughout the Wissinoming period, irrespective of the injunction. Plaintiffs do not have a specific contention one way or another concerning the injunction, as Plaintiffs are aware of no evidence that the injunction altered DCC's practices.

**RESPONSES TO CONTENTION INTERROGATORIES OF DEFENDANT  
fcg, inc.**

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1. Do you contend that spent etchant (or "spent etchings" as that term is used in paragraph 60 of your Fourth Amended Complaint in this Case) generated by FCG and/or Etched Circuits, Inc. was disposed of at the Site? If so, for each of FCG and Etched Circuits, Inc.:
  - a. set forth in detail each and every fact which supports the above contention, including but not limited to facts relating to the chemical content of the spent etchant or spent etchings, and the sources of those facts;
  - b. set forth the name, address and telephone number of any person with knowledge regarding the above contention; and
  - c. identify each and every document that supports, refers or relates to the above contention.

**ANSWER:** See response to Joint Interrogatory No. 78. By way of further response, as set forth in the expert report of Dr. Exner and for the reasons stated therein and based upon the documents referenced therein, and upon the documents identified in Plaintiffs' Responses to Joint Interrogatories, Plaintiffs contend as follows:

*Flexible Circuit Facility* -- spent plating and etching baths and rinsates included the chemicals hydrochloric and sulfuric acids, copper, tin, lead, chromium, and nickel. TCE may have also been discharged in these aqueous wastes occasionally.

*Etched Circuit Facility* -- spent plating and etching baths and rinsates included the chemicals hydrochloric and sulfuric acids, cyanide, copper, tin, lead, chromium, and nickel.

**RESPONSES TO CONTENTION INTERROGATORIES OF DEFENDANT  
CARPENTER TECHNOLOGY CORPORATION**

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2. Do Plaintiffs contend that Carpenter disposed of drummed waste at the Site?

**ANSWER:** See response to Joint Interrogatory No. 78.

3. Do Plaintiffs contend that Carpenter's bulk waste was disposed of at the Site?

**ANSWER:** See response to Joint Interrogatory No. 78.

Ballard Spahr Andrews & Ingersoll, LLP  
A Pennsylvania Limited Liability Partnership

By:

  
\_\_\_\_\_  
Glenn A. Harris, Esquire

Dated: November 21, 2007

# **Exhibit “A”**

## EXHIBIT A

Party Defendants	Waste In	Volumetric Share	Increase to PRPs with Knowledge	50% Cooperation Credit to Plaintiffs
Carpenter	992,807	38.66%	0.1	0.5
Ashland/AETC	138,481	5.39%	42.52%	46.26%
Diaz/AETC	43,275	1.68%	5.93%	6.45%
Flexible	58,650	2.28%	1.85%	2.02%
Etched/Flexible	30,707	1.20%	2.09%	2.28%
NRM	650,475	25.33%	1.09%	1.19%
Handy	12,835	0.50%	0.46%	0.50%
<b>Total</b>	<b>1,927,230</b>	<b>75.04%</b>	<b>77.14%</b>	<b>83.93%</b>

Plaintiffs				
Cytec	309,000	12.03%	11.02%	5.51%
Ford	36,993	1.44%	1.32%	0.66%
SPS	34,579	1.35%	1.23%	0.62%
Agere	-	0.00%	0.00%	0.00%
TI	-	0.00%	0.00%	0.00%
<b>Total</b>	<b>380,572</b>	<b>14.82%</b>	<b>13.57%</b>	<b>6.78%</b>

Settleds				
Plymouth	14,901	0.58%	0.53%	0.53%
Quickline	838	0.03%	0.03%	0.03%
Navy	281	0.01%	0.01%	0.01%
Simon	3,025	0.12%	0.11%	0.11%
Unisys	3,292	0.13%	0.12%	0.12%
Rohm	-	0.00%	0.00%	0.00%
Bostik	7,125	0.28%	0.25%	0.25%
Novartis	13,450	0.52%	0.48%	0.48%
Techalloy	217,614	8.47%	7.76%	7.76%
Thomas	-	0.00%	0.00%	0.00%
<b>Total</b>	<b>260,526</b>	<b>10.14%</b>	<b>9.29%</b>	<b>9.29%</b>
<b>Waste In</b>	<b>2,568,328</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

# **Exhibit “B”**

## EXHIBIT B

	<b>Time</b>	<b>Gross</b>	<b>Factor</b>	<b>Net</b>
<b>Flexible</b>	1/72-12/73	-	0.95	-
Bulk	12/1/73-6/30/75	96,951	0.15	14,543
Etchant	7/1/75-6/1/76	15,792	0.65	10,265
	6/1/76-3/30/77	8,458	0.15	1,269
		121,201		26,076
Drums	1/72-12/73	33,798	0.95	32,108
Etchant	12/1/73-6/30/75	3,105	0.15	466
	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	-	0.15	-
		36,903		32,574

<b>Diaz/AETC</b>	1/72-12/73	-	0.95	-
Nitric Acid	12/1/73-6/30/75	-	0.15	-
Bulk	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	173,100	0.25	43,275
		173,100		43,275

<b>Ashland/AETC</b>	1/72-12/73	-	0.95	-
Nitric Acid	12/1/73-6/30/75	-	0.15	-
Bulk	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	216,650	0.25	54,163
Dye Waste	1/72-12/73	-	0.95	-
Bulk	12/1/73-6/30/75	-	0.15	-
	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	185,300	0.25	46,325
Pthalide Acid	1/72-12/73	-	0.95	-
Bulk	12/1/73-6/30/75	-	0.15	-
	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	50,000	0.25	12,500
CDN Waste	1/72-12/73	-	0.95	-
Bulk	12/1/73-6/30/75	-	0.15	-
	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	86,410	0.25	21,603
Solvents	1/72-12/73	-	0.95	-
Bulk	12/1/73-6/30/75	-	0.15	-
	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	12,950	0.25	3,238
Solvents	1/72-12/73	-	0.95	-
Drum	12/1/73-6/30/75	-	0.15	-
	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	4,345	0.15	652

## EXHIBIT B

	Time	Gross	Factor	Net
<b>NRM</b>	1/72-12/73	-	0.95	-
Pickle Liquor	4/24/74-6/30/75	589,500	0.15	88,425
Bulk	7/1/75-6/1/76	765,000	0.65	497,250
	6/1/76-3/30/77	432,000	0.15	64,800
		1,786,500		650,475

<b>Handy</b>				
	1/72-12/73	2,510	0.95	2,511
Drums	12/1/73-6/30/75	11,825	0.15	1,774
Solvents	7/1/75-6/1/76		0.65	
	6/1/76-3/30/77		0.15	
		14,335		4,285

Bulk Spent Acid	1/72-12/73	9,000	0.95	8,550
	12/1/73-6/30/75			
	7/1/75-6/1/76			
	6/1/76-3/30/77	9,000		8,550

<b>Etched/Flexible</b>	1/72-12/73	16,905	0.95	16,060
Drums	12/1/73-6/30/75	23,213	0.15	3,482
Etchant	7/1/75-6/1/76	13,885	0.65	9,025
	6/1/76-3/30/77	14,268	0.15	2,140
		68,271		30,707

<b>Thomas</b>	1/72-12/73	-	0.95	-
	12/1/73-6/30/75	-	0.15	0
	7/1/75-6/1/76	-	0.65	0
	6/1/76-3/30/77	-	0.15	0
		-		-

<b>Carpenter</b>	1/72-12/73	916,114	0.95	870,308
Bulk	12/1/73-6/30/75	816,658	0.15	122,499
Pickle Liquor	7/1/75-6/1/76	-	0.65	0
	6/1/76-3/30/77	-	0.15	0
		1,732,772		992,807

<b>Agere</b>	1/72-12/73	-	0.95	-
	12/1/73-6/30/75	-	0.15	-
	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	-	0.15	-
		-		-

## EXHIBIT B

<b>TI</b>	1/72-12/73	-	0.95	-
	12/1/73-6/30/75	-	0.15	-
	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	-	0.15	-
		-		-

	<b>Time</b>	<b>Gross</b>	<b>Factor</b>	<b>Net</b>
<b>Ford</b>	1/72-12/73	13,585	0.95	12,906
Drums	12/1/73-6/30/75	-	0.15	-
Plastics	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	-	0.15	-
		13,585		12,906

	1/72-12/73	23,595	0.95	22,415
Drums	12/1/73-6/30/75	-	0.15	-
Finishing Materials	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	-	0.15	-
		23,595		22,415

	1/72-12/73	1,760	0.95	1,672
Drums	12/1/73-6/30/75	-	0.15	-
Industrial Waste	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	-	0.15	-
		1,760		1,672

<b>Cytec</b>	1/72-12/73	-	0.95	-
Bulk	12/1/73-6/30/75	193,000	0.15	28,950
Ammonia	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	116,000	0.15	17,400
Based on Driver Testimony		309,000		309,000

## EXHIBIT B

	<b>Time</b>	<b>Gross</b>	<b>Factor</b>	<b>Net</b>
<b>SPS</b>	1/72-12/73	7,838	0.95	7,446
Drums	12/1/73-6/30/75	12,155	0.15	1,823
Chromic Acid	7/1/75-6/1/76	6,270	0.65	4,076
	6/1/76-3/30/77	5,858	0.15	879
		32,120		14,223
	1/72-12/73	8,388	0.95	7,968
Drums	12/1/73-6/30/75	12,320	0.15	1,848
Cyanide Waste	7/1/75-6/1/76	6,270	0.65	4,076
	6/1/76-3/30/77	6,573	0.15	986
		33,550		14,878
	1/72-12/73	990	0.95	941
Drums	12/1/73-6/30/75	-	0.15	-
Degreasing Fluids	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	-	0.15	-
		990		941
	1/72-12/73	165	0.95	157
Drums	12/1/73-6/30/75	-	0.15	-
Acetone Waste	7/1/75-6/1/76	-	0	-
	6/1/76-3/30/77	-	0.15	-
		165		157
	1/72-12/73	110	0.95	105
Drums	12/1/73-6/30/75	-	0.15	-
Nickel Waste	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	-	0.15	-
		110		105
Cyanide Waste	1/72-12/73	4,500	0.95	4,275
Bulk	12/1/73-6/30/75	-	0.15	-
	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	-	0.15	-
		4,500		4,275

	<b>Time</b>	<b>Gross</b>	<b>Factor</b>	<b>Net</b>
<b>Plymouth</b>	1/72-12/73	10,604	0.95	10,074
Bulk	12/1/73-6/30/75	11,667	0.15	1,750
Pickle Liquor	7/1/75-6/1/76	4,465	0.65	2,902
	6/1/76-11/31/76	1,165	0.15	175
		27,901		14,901

<b>Quickline</b>	1/72-12/73	525	0.95	498.75
Drums	12/1/73-6/30/75	2,261	0.15	339.15
Etchant	7/1/75-6/1/76	-	0.65	0
	6/1/76-3/30/77	-	0.15	0
		2,786		838

## EXHIBIT B

<b>Navy</b>	1/72-12/73	-	0.95	-
Drums/Carboys	12/1/73-6/30/75	-	0.15	-
	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	-	0.15	-
Driver Testimony		-		281

<b>Simon</b>	1/72-12/73	-	0.95	0
Bulk/Plastic Drums	12/1/73-6/30/75		0.15	
Sulphuric Nitrate	7/1/75-6/1/76	-	0.65	0
	6/1/76-3/30/77	-	0.15	0
Driver Testimony				3,025

<b>Unisys</b>	1/72-12/73	3,465	0.95	3291.75
Drums	12/1/73-6/30/75	-	0.15	0
Etchant	7/1/75-6/1/76	-	0.65	0
	6/1/76-3/30/77	-	0.15	0
		3,465		3,292

<b>Rohm</b>	1/72-12/73	-		0
	12/1/73-6/30/75	-		0
	7/1/75-6/1/76	-		0
	6/1/76-3/30/77	-		0
		-		-

	<b>Time</b>	<b>Gross</b>	<b>Factor</b>	<b>Net</b>
<b>Bostik</b>	1/72-12/73	-	0.95	0
Bulk	12/1/73-6/30/75	-	0.15	0
Nitric Acid	7/1/75-6/1/76	-	0.65	0
	6/1/76-3/30/77	-	0.25	0
Driver Testimony		-		7,125

<b>Novartis</b>	1/72-12/73	-	0.95	0
Bulk	12/1/73-6/30/75	-	0.15	0
Nitric Acid	7/1/75-6/1/76	-	0.65	0
	6/1/76-3/30/77	53,800	0.25	13,450

## EXHIBIT B

<b>Techalloy</b>	1/72-12/73	226,567	0.95	215,239
Pickle liquor	12/1/73-6/30/75	-	0.15	-
Bulk	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	-	0.15	-
		226,567		215,239
	1/72-12/73	2,500	0.95	2,375
Waste Oil	12/1/73-6/30/75	-	0.15	-
Drums	7/1/75-6/1/76	-	0.65	-
	6/1/76-3/30/77	-	0.15	
		2,500		2,375

## EXHIBIT B

<b>Summary Volumes</b>			
<b>Defendant Totals</b>			
Party	Waste Type	Bulk/Drum	Waste In
Carpenter	Pickle Liquor	Bulk	992,807
Ashland/AETC	Nitric Acid	Bulk	54,163
	Dye Waste	Bulk	46,325
	CDN Waste	Bulk	21,603
	Pthalide Acid	Bulk	12,500
	Solvents	Bulk	3,238
	Solvents	Drum	652
Diaz/AETC	Nitric Acid	Bulk	43,275
Flexible	Etchant	Bulk	26,076
	Etchant	Drum	32,574
Etched/Flexible	Etchant	Drum	30,707
NRM	Pickle Liquor	Bulk	650,475
Handy	Solvents	Drum	4,285
	Spent Acid	Bulk	8,550
			1,927,228

**Plaintiff Totals**

Cytec	Ammonia	Bulk	309,000
Ford	Plastics	Drums	12,906
Ford	Finishing Mat.	Drums	22,415
Ford	Industrial Waste	Drums	1,672
SPS	Chromic Acid	Drums	14,223
SPS	Cyanide Waste	Drums	14,878
SPS	Cyanide Waste	Bulk	4,275
SPS	Degreasers	Drums	941
SPS	Acetone	Drums	157
SPS	Nickle Waste	Drums	105
			380,570

**Settled Totals**

Quickline	Etchant	Drums	838
Navy	Waste	Drums	281
Simon Wrecking	Sulphuric Nitrate	Bulk	3,025
Novartis	Nitric Acid	Bulk	13,450
Bostik	Nitric Acid	Bulk	7,125
Techalloy	Waste Oil	Drums	2,375
Techalloy	Pickle Liquor	Bulk	215,239
Plymouth Tube	Pickle Liquor	Bulk	14,901
Rohm			-
Unisys	Etchant	Drums	3,292
	Etchant	Drum	-
			260,525

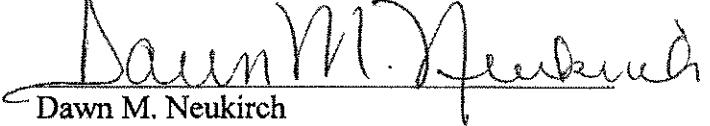
# **Exhibit “C”**

**Exhibit "C"****DCC-NRM INVOICES**

<b>BATES</b>	<b>INVOICE NUMBER</b>	<b>DATE</b>	<b>AMOUNT</b>	<b>LOADS</b>
BSAI074158	1247		\$1,400.00	5
BSAI074159	1253	9/30/	\$1,120.00	4
BSAI074160	1266	10/8/76		2
BSAI074161	1264		\$1,400.00	5
BSAI074162			\$1,680.00	6
BSAI074163	1276	11/5/76		1
BSAI074164	1290	11/19/76	\$560.00	2
BSAI074165	1310	12/11/76	\$1,960.00	7
BSAI074166	1305	12/3/76	\$1,960.00	7
BSAI074167	1324	12/24/76	\$280.00	1
BSAI074168	1318	12/18/76		5
BSAI074169	1345	1/24/77		
BSAI074170	1393	3/25/77	\$560.00	2
BSAI074171	1409	5/ 1/77		

**CERTIFICATE OF SERVICE**

I certify that on this day I served a copy of Plaintiffs' Amended and Supplemented Responses to Contention Interrogatories via e-mail on the counsel listed on the attached service list.

  
Dawn M. Neukirch

Dated: November 21, 2007

***Boarhead Farm Defendants' Service List***  
***File No. 892241***

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*-and-*

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